

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE**

RICHARD JAMES DIDZUN, an individual;
IAN McANDREWS and KATE
McANDREWS, individually and for their
marital community; on behalf of themselves
and persons similarly situated;

Plaintiffs,

v.

THE HOME DEPOT, INC., a foreign
corporation, and HOME DEPOT USA,
INC.;

Defendants.

No. 2:21-cv-01540 RSL

**ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

THIS MATTER came before the Court on Plaintiffs' Motion for Final Approval. The Court has considered all materials submitted in support of the proposed Settlement Agreement, including the preliminary and final approval motions, all documents and exhibits filed in support thereof, and record in the case¹.

¹ The definitions set forth in the parties' Settlement Agreement, and the Court's Order Granting Preliminary Approval of Proposed Class Action Settlement ("Preliminary Approval Order") are hereby incorporated herein as though fully set forth herein.

1 Having considered these materials and the statements of counsel at the Final Approval
2 Hearing on December 19, 2024, the Court, being fully advised, has determined that the
3 proposed Settlement Agreement should be approved as fair, adequate, and reasonable. To reach
4 this determination, the Court FINDS the following:

5 1. The Court has jurisdiction over the subject matter of this action and all parties,
6 including members of the Settlement Classes previously certified by the court, which is
7 comprised of:

8 All hourly and salaried non-exempt associate employees of the Home
9 Depot U.S.A., Inc., in the State of Washington between August 22,
10 2018, and July 25, 2024: (1) who were identified as one of the 32,532
11 associate employees for whom Plaintiff's counsel was provided
12 timekeeping and/or payroll data; but (2) excluding those associates who
13 during this period only held a Specialist or Supervisor position
14 (collectively, "Excluded Positions") and received notice of and were
15 eligible to participate in the settlement of the action titled *Carlson v.*
16 *Home Depot U.S.A., Inc., et al.*, in the United States District Court for
17 the Western District of Washington, assigned Case Number 2:20-CV-
1150. To the extent that, during the Covered Period, an hourly or
salaried non-exempt associate was employed in both an Excluded
Position and a job not constituting an Excluded Position, that individual
will participate in this Settlement only with respect to those Relevant
Shifts during which they held a position other than an Excluded
Position.

18 2. On or about September 5, 2024, the Settlement Administrator began distributing
19 the Court-approved Notice and Claim Form to Settlement Class members, by direct U.S. Mail
20 and e-mail. The Court finds that the program of individual mailing Class Notices to Class
21 Members by U.S. Mail and e-mail (where available) reached over 98% of the Class and
22 provided the best practicable notice under the circumstances.

23 3. The Notices provided detailed information regarding this Litigation, including
24 the Class definition, the parties' respective claims and defenses, relief available to Settlement
25
26

1 Class Members, and the procedures for appearing, objecting, or opting out prior to final
2 approval.

3 4. The Settlement Administrator's declaration confirms that the Notice Program
4 was timely completed in accordance with the terms of the Settlement Agreement and
5 Preliminary-Approval Order. The Court finds and concludes that the notice program fully
6 satisfied the requirements of Federal Rule of Civil Procedure 23(c)(2)(B), and the requirements
7 of due process.

8 5. Four (4) objections were received.

9 6. Fifteen (15) exclusion requests were received.

10 7. No substantive objections to Class Members' compensation, the proposed
11 method of allocation and distribution, or the requested attorney's fees, costs, and incentive
12 awards were raised.

13 8. The Agreement was the result of arm's length negotiations between Class
14 Counsel and counsel for the Defendants. Further, Class Counsel and the Class Representative
15 have adequately represented the interests of the Settlement Class.

16 9. The Agreement provides adequate relief to the Settlement Class. To reach this
17 determination, the Court considered the likelihood of success in respect to the claims of the
18 Settlement Class, and Defendants' available defenses. The Court has also considered the status
19 and extent of the Parties' investigation, research, discovery, and negotiation. Finally, the Court
20 considered the costs and risks associated with further litigation, and the potential delays
21 presented by trial and subsequent appeals.

22 10. The Court has appointed Badgley Mullins Turner, PLLC and Northshore Law
23 Group, PLLC as Class Counsel.

1 11. Class Counsel has requested the Court award \$2,375,000 as attorney's fees and
2 \$37,380.70 in costs, to be paid from the gross settlement fund. *See* Dkt. #57 at 3 (Class
3 Counsel's Motion for Attorney's Fees and Costs, Incentive Awards, and Administrative Costs).

4 12. Class Counsel performed high-quality work, resulting in a favorable collective
5 settlement for Class Members. Based on findings and analysis set forth in the Court's Order
6 Granting Motion for Attorney's Fees & Costs, Incentive Awards, and Administrative Costs, the
7 Court awards a fee award of \$2,375,000, equal to 25% of the gross settlement fund of
8 \$9,500,000.²
9

10 13. Based on the foregoing findings and analysis, the Court also awards Class
11 Counsel \$42,730.70 in litigation expenses/costs and \$80,764 in administration costs.

12 14. This Court also awards \$10,000 as an incentive award for each of the individual
13 Plaintiffs/Class Representatives in recognition of their contribution to this litigation and
14 advocacy on behalf of their fellow Class Members.

15 Good cause appearing therefore, it is hereby **ORDERED, ADJUDGED, AND**
16 **DECREEED THAT:**

17 15. The Settlement is fair, reasonable, and adequate.
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19 16. The proposed awards and manner of payment for attorney's fees, costs, and
20 incentive awards are fair, reasonable, and adequate.

21 17. The Parties are directed to proceed with the Settlement Payment procedures
22 specified in the Settlement Agreement.
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26 ² If all benefits of the settlement are considered, including additional employer-contribution to payroll taxes and non-monetary corrective measures initiated by The Home Depot, the value of the settlement exceeds \$11,600,000.

